

Terrence R. O'Connor (State Bar No. 88004)  
 NOLAND, HAMERLY, ETIENNE & HOSS  
 A Professional Corporation  
 333 Salinas Street  
 Post Office Box 2510  
 Salinas, California 93902-2510  
 Telephone: (831) 424-1414  
 Facsimile: (831) 424-1975

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Attorneys for Defendants Villa Painting, Inc. and  
 Guillermo Villapando

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

JOSE SERVANTES, SIMON ROCHA  
 AGUILAR, ARTURO HERNANDEZ and  
 ADISLADO SANCHEZ,

Plaintiff,

vs.

VILLA PAINTING, INC., GUILLERMO  
 VILLAPANDO and DOES 1-10,

Defendants.

Case No. C 07-01730 RS

**STIPULATION OF VOLUNTARY  
 DISMISSAL; AND ORDER THEREON**

Dept: Courtroom 4, 5th Floor  
 Judge: Magistrate Judge Richard Seeborg

Complaint Filed: March 27, 2007

The parties, through their counsel, stipulate as follows:

1. The court referred this matter to mediation. Mediation was conducted on  
 November 16, 2007 with Philip Bass presiding as mediator.

2. The matter was resolved through mediation. Plaintiffs agreed to accept the  
 following settlement sums in full satisfaction of their claims, and Defendants agreed to pay said  
 sum in exchange for a full release of all claims:

- |     |                                  |             |
|-----|----------------------------------|-------------|
| (a) | To Plaintiff Jose Servantes:     | \$ 8,940.00 |
| (b) | To Plaintiff Simon Rocha Aguilar | \$ 8,940.00 |
| (c) | To Plaintiff Arturo Hernandez    | \$14,920.00 |
| (d) | To Plaintiff Adsilado Sanchez    | \$23,200.00 |

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STIPULATION TO CONTINUE DEADLINE; CONTINUE HEARING ON OSC; and ORDER THEREON  
*Jose Servantes, et al. v. Villa Painting, Inc., et al.*/Case Number C 07-01730 RS

(e) To James Dal Bon [attorneys fees] \$28,000.00

3. The settlement funds were payable to Plaintiffs by Defendants on the following dates as follows: November 23, 2007, \$10,000.00; December 17, 2007, \$21,333.33; January 16, 2008, \$21,333.33; and February 16, 2008, \$21,333.34.

4. Defendants have paid all amounts owed to Plaintiffs pursuant to the Stipulated Judgment and Settlement Agreement and Release of All Claims, and fulfilled all of their obligations to Plaintiffs.

5. Plaintiffs acknowledge receipt of all settlement funds in full satisfaction and accord of Defendants' obligations under the Stipulated Judgment and Settlement Agreement and Release of All Claims.

6. No further action is required by either party at this time.

7. Based on the foregoing, the parties hereby stipulate to a voluntary dismissal of this action in its entirety with prejudice.

Dated: April 15, 2008

NOLAND, HAMERLY, ETIENNE & HOSS  
A Professional Corporation

By /s/ Terrence R. O'Connor  
Terrence R. O'Connor  
Attorneys for Defendants

Dated: April 15, 2008

DAL BON AND WANG

By /s/ James Dal Bon  
James Dal Bon  
Attorneys for Plaintiffs

### **ORDER**

Based on the Stipulation of the parties, and good cause appearing,

IT IS HEREBY ORDERED that this matter is DISMISSED in its entirety with prejudice, and this case is now closed.

Dated: April 16, 2008



UNITED STATES DISTRICT JUDGE  
MAGISTRATE JUDGE

[END OF ORDER]